



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #21-2025 Hazardous Household Waste Collection Events** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **July 31, 2025**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers'

representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2)

submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

The LFUCG's Selection Committee shall consider the following factors when it evaluates the proposals received:

1. Specialized experience and technical competence of the person or firm with the type of service required. 15 points
2. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations; 15 points
3. Past record and performance on similar contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality or work and ability to meet schedules; 15 points
4. Familiarity with the details of the project; 10 points
5. The ultimate disposition of the materials collected (i.e. reuse and recycling versus disposal); 10 points
6. The compliance history of the recycling and/or disposal facilities that will be utilized; 10 points
7. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm; 10 points
8. Estimated Cost of Services. 15 points

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions regarding this RFP shall be addressed through:
<https://lexingtonky.ionwave.net>

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me
by _____ on this the _____ day
of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

**DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____



LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long- term economic viability of Lexington-Fayette Urban County Government.

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service -Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)

Kentucky Minority and Women Business Enterprise (MWBE)

Women’s Business Enterprise National Council (WBENC)

National Women Business Owners Corporation (NWBOC)

National Minority Supplier Development Council (NMSDC)

Tri-State Minority Supplier Development Council (TSMSSDC)

U.S. Small Business Administration Veteran Small Business Certification (VetCert)

Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LEXINGTON

DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work

on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.
9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
 - a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	_____	Date:	_____
Project Name:	_____	Project Number:	_____
Contact Name:	_____	Telephone:	_____
Email:	_____		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long-term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

 Click or tap here to enter text. 

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal.  Click or tap here to enter text. 

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- ☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- ☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- ☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- ☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- ☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

 Click or tap here to enter text. 

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Date

Company Representative

Title

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the Respondent may include any

product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;

- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000.00
Pollution Liability	\$5 million per occurrence

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless deemed not to apply by LFUCG.
- d. The General Liability Policy shall include an Environmental Pollution Liability endorsement of not less than \$5,000,000.00 per occurrence or like insurance coverage shall be provided.

- e. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- f. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

**Request for Proposal - Issued by
Lexington-Fayette Urban County Government (LFUCG)
RFP 21-2025
Household Hazardous Waste (HHW) Collection Events**

INTRODUCTION

With help from grant funding provided through the Kentucky Department of Environmental Protection, Division of Waste Management, Lexington-Fayette Urban County Government (LFUCG) is planning to continue the Household Hazardous Waste Collection Program and seeks proposals from qualified vendors to manage the event and the collected materials, and to provide related services. Only materials from Fayette County residents and from LFUCG divisions (conditionally exempt small quantity generators [CESQGs]) will be accepted. Materials will not be accepted from businesses/commercial establishments.

A. OVERVIEW

The Lexington-Fayette Urban County Government will provide the paved collection site, at LFUCG's old landfill pad, 1631 Old Frankfort Pike, Lexington, KY. The collection of materials will take place between the hours of 8:30 a.m. to 3:00 p.m. on one Saturday in the spring and the fall seasons.

The goals of the event include the following:

- Provide a safe and environmentally sound way to dispose/manage household hazardous wastes;
- Increase public awareness concerning the proper use and disposal of hazardous household chemicals and other products;
- Recycle these materials when possible;
- Preserve the environment;
- Protect citizens and volunteers as well as LFUCG employees;
- Reduce LFUCG potential environmental liabilities.

B. LFUCG RESPONSIBILITIES

LFUCG will accept proposals from qualified vendors. In general, the process will include a cost evaluation with consideration given to the following:

1. Specialized experience and technical competence of the person or firm with the type of service required. 15 points
2. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations; 15 points

3. Past record and performance on similar contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality or work and ability to meet schedules; 15 points
4. Familiarity with the details of the project; 10 points
5. The ultimate disposition of the materials collected (i.e. reuse and recycling versus disposal); 10 points
6. The compliance history of the recycling and/or disposal facilities that will be utilized; 10 points
7. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm; 10 points
8. Estimated Cost of Services. 15 points

LFUCG will provide the following:

- Management of non-hazardous waste and recyclables (such as cardboard and household landfill waste);
- Ample number of staff/labor for activities such as traffic control, off-loading, participant surveys, etc.;
- Traffic cones and signage;
- Promotion for the event;
- Restroom facilities;
- Personal protective equipment (PPE) for LFUCG employees;
- Fire Department personnel

LFUCG reserves the right to provide additional items/materials at our discretion to reduce our costs.

C. VENDOR RESPONSIBILITIES

The selected vendor must make a site visit to the collection site at least one month prior to the collection event to determine suitability and to identify any potential concerns. This site visit must be made jointly with LFUCG personnel.

The successful vendor assumes responsibility for all waste collected during the event and shall transport for disposal all wastes accepted at the event. The vendor will be the “generator” and the “shipper” for waste collected at the event. All collected waste shall be transported to permitted facilities for the treatment, storage, and disposal of hazardous waste in accordance with all state and federal laws and regulations, including the Federal Solid Waste Disposal Act, 42 U.S.C. §§6901 *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 *et seq.*, and all regulations promulgated pursuant thereto. The vendor’s name and EPA ID number will appear as the generator of waste on all manifests and other legal documents.

As in previous events, LFUCG requires that the successful vendor obtain all required permits and authorizations to include applicable federal EPA and Kentucky permits, including:

- A valid Environmental Protection Agency Identification Number as a generator and transporter of hazardous wastes;
- A valid license to transport hazardous and acutely hazardous wastes;
- Appropriate placards and a vehicle identification device for each vehicle used to transport wastes from the site;
- Authorization from the Interstate Commerce Commission, the Public Utilities Commission of pertaining states, and any other appropriate state or federal agency necessary to operate as a common carrier;
- Adequate liability insurance for claims resulting from bodily injury or death and property damage evidenced by a Certificate of Insurance;
- Required coverage for Worker's Compensation and/or insurance coverage for bodily injuries or death of employees, agents, or servants of the vendor, and proof of required coverage or insurance for employees, agents, or servants of any subcontractors or other independent contractors performing services at the Site;
- Required coverage for third party claims and property damage resulting from the accidental release, discharge, or disposal of hazardous wastes during handling or transportation by the vendor;
- All other state and federal permits or licenses necessary to legally transport wastes in interstate commerce; and
- Manifests, shipping papers, contingency plans, site safety and health plans, and any other documentation necessary to properly carry out its responsibilities under this Agreement.

The selected vendor will be expected to provide enough manpower and equipment so that at least four (4) lanes of vehicles can be off-loaded simultaneously, with a goal of accommodating an estimated 1,500 – 2,000 vehicles over the course of the collection event.

Other responsibilities assumed by the vendor are:

- Mobilization, including travel and supply trucks, to and from the collection site;
- Set up and tear down tents, tables and work areas: Vendor must arrive on-site the day prior to the collection event to set up (access to the site for the day and/or evening prior will be made available). *Vendors are subject to a penalty of 10% off the project cost for failure to comply with this requirement;*
- Overall responsibility and oversight for the entire event, from set-up to closure of site;
- Overall responsibility for site safety to include responsibility for preparing and implementing a site health and safety plan covering all workers and participants;
- Pre-event safety and education session for all event staff on the day of the event;
- Provide adequate management and labor-staff on site during the entire event;
- Provide refreshments and lunch for all vendor staff;
- Provide forklift(s) and operator(s) for handling chemical containers, loading and unloading vendor trucks, etc.
- Provision of appropriate insurance, indemnification, and safety and loss coverage and procedures to include commercial general liability, automobile liability,

workers compensation with employee liability, and contractor's pollution legal liability with consultants environmental liability;

- Provision of DOT-approved totes, drums, gaylord boxes, and other shipping containers;
- Provision of spill containment, neutralization materials and lab carts;
- Provisions of spill clean-up equipment and absorbents;
- Spill clean-up;
- Classification, segregation, and packaging of waste by hazard class in compliance with DOT, EPA, state, and local regulations;
- Testing to determine the correct hazard classification of unknown materials;
- Proper waste drum labeling, manifesting, permitting, and other paperwork required by law;
- Provide timely on-site cost-tracking to include hourly updates to the LFUCG of estimated costs incurred to that point;
- Removal of collected materials from the collection site by midnight of the collection day, unless otherwise authorized by LFUCG: *Vendors are subject to a penalty of 10% off the project cost for failure to comply with this requirement.*
- Recycling, reuse or disposal of the collected materials at EPA approved facilities;
- Provision of a completed manifest or other form document the treatment status of the collected materials within 90 days of the event;
- Completion of a detailed final report and bill summarizing the activities of the HHW event, the key statistics and data from the collection event, including, weight and volume, type, and disposition of material/item, the costs of services provided, and any recommendations for improving future HHW events. Final report and bill should be sent within 30 days of the event and should also be broken out in accordance with granting agency requirements;
- Provide necessary scale equipment to weigh collected waste material;
- Ensure that at the end of the event, the LFUCG site and any surrounding areas used for the HHW event are restored to the same condition that existed prior to the event;
- Perform all services under this Agreement in a safe, efficient, and lawful manner, using current industry-accepted practices and methods.

The vendor shall perform the services required by this Agreement as an independent contractor and shall have and maintain complete control over and responsibility for its employees, agents, and operations. The vendor and its agents and employees shall not represent, purport to act, or be deemed to be the agent, representative, employee, or servant of LFUCG or its constituent counties. LFUCG agents, employees, and/or security officers shall not represent, act, or purport to act or be deemed to be agents, representatives, employees, or servants of the vendor.

The vendor agrees to indemnify and hold harmless LFUCG, its agents, officials, and employees, from and against any and all loss, damage, cost, charge, claim, lien, debt, fine, penalty, demand, suit, order, judgment, expense, or liability of any kind (all of which are collectively referred to as a "Claim"), including any expense associated with the investigation of any Claim and reasonable costs and attorney's fees, to the extent caused

by the negligence or willful misconduct of the vendor, its agents, employees, or contractors, or arising out of any statutory or common law claim based on strict liability related to the generation, packaging, labeling, transportation, treatment, storage, or disposal of any wastes accepted by the vendor at any of the Sites. This indemnification shall not apply to any Claim arising from a material breach of this Agreement by LFUCG, or to any Claim arising solely from the gross negligence or willful misconduct of LFUCG, its employees, agents, or representatives. This indemnity shall survive the termination of this Agreement.

D. ACCEPTANCE OF MATERIALS

Collection is limited to residents of Fayette County. Materials that may be dropped off include, but are not limited to:

Acceptable Items

Automotive Products

- | | | |
|----------------------|----------------------------------|----------------------------------|
| • antifreeze | • auto wax | • batteries (auto, boat, etc.)** |
| • carburetor cleaner | • diesel fuel | • engine cleaners |
| • engine degreasers | • fuel oil | • gas & diesel additives |
| • gasoline, old | • motor oil and filters** | • oil & transmission additives |
| • transmission fluid | • waste windshield cleaner fluid | |

Fertilizers & Pesticides

- | | | |
|-------------------------------------|--|----------------------------|
| • algaecides | • bug spray/sticks | • dioxin |
| • fertilizers containing nitrogen | • fungicides | • herbicides/weed killers |
| • insecticides (ant & roach powder) | • insecticides (garden dusts & sprays) | • pet flea & tick products |
| • rodenticides | | |

Paint Products & Solvents

- | | | |
|--------------|---------------------------|-----------------------|
| • auto paint | • brush cleaner | • creosote |
| • finishes | • furniture stain remover | • furniture strippers |
| • lead paint | • linseed oil | • mineral spirits |

- oil-based paints
- paint thinners
- primer paint
- varnishes
- paint removers
- polyurethane coatings
- rust removers
- water based/latex paints**
- paint strippers
- preservatives
- turpentine

Household Products

- acids
- alcohols
- artist supplies
- carpet cleaner
- compressed gas cylinders
- cutting oils
- disinfectants
- ether
- floor adhesive
- furniture polish
- kerosene
- metal polishes
- nail polish or remover
- plant food
- solvents
- spray cleaners
- upholstery cleaner
- adhesives
- ammonia
- ballast PCB
- caulking
- contact cement
- cylinders (propane, helium)***
- drain cleaners
- fiberglass epoxy
- floor waxes
- glass cleaners
- liquid shoe polish
- metal primer
- oven cleaner
- roofing tar
- spackling (drywall compound)
- swimming pool chemicals
- wood preservatives
- aerosol cans
- arsenic
- batteries – household*
- chlorine
- correction fluid
- degreaser
- dyes
- fire extinguishers
- fluorescent lightbulbs
- glue ink
- mercury
- moth balls/flakes
- photographic chemicals
- rubber adhesives
- spot or stain removers
- tile adhesives
- wood sealers

*(alkaline, NiCad, lithium)

**Latex and water based paint, motor oil, motor oil filters and batteries (auto and boat) will be accepted at the event, at the discretion of LFUCG, but will need to be invoiced separately from the other material, since the cost for disposal is not covered by the Kentucky Department of Environmental Protection grant. Please note, the vendor may not be responsible for handling all latex and water based paint; some paint may be handled by a local non-profit recycler.

***Cylinders include the following categories: small, medium, large, propane, freons, helium, fire extinguishers.

Unacceptable Items

Dangerous items (explosives, ammunition, radioactive materials, etc.) will not be accepted per grant restrictions, with the exception of small caliber ammunition which will be managed by the LFUCG Department of Public Safety.

- appliances (microwave oven, toaster, air conditioner, hair dryer etc.)*
- asbestos-containing material
- electronics (TV's, computer gear, etc)*
- explosives/ammunition
- infectious waste
- medical waste
- pharmaceuticals
- radioactive materials
- smoke detectors
- tires
- white goods (dishwasher, clothes washer, dryer, etc.)

*Electronic items currently accepted by the LFUCG Electronic Recycling Facility may be collected separately by LFUCG crews at the event.

E. PROPOSAL REQUIREMENTS

The proposal submitted should include the following information:

- Completed Part I. Vendor Qualifications sheet;
- Completed Part II. Site Set-Up sheet;
- Completed Part III. Household Hazardous Waste Collection Price Sheet
- A description of vendor qualifications;
- Examples of relevant work performed in the recent past, including the name and phone number of a contact person for each example (LFUCG reserves the right to contact these references);
- Proof of all necessary state and federal licenses, permits and authorizations required for the collection, transportation and disposal of the collected wastes;
- Copies of any notices of violations, administrative orders, or other enforcement actions taken by regulatory agencies in the past five years against the primary vendor, the parent company and the probable sites to be used for waste disposal;
- Copies of any letters of commendation, awards, or other recognition received in the last five years;
- A detailed list of key personnel working on the project;
- A detailed list of persons who will be on site during the collection day, including relevant experience, qualifications, and a detailed list of duties to be performed that day for each individual;
- The number of vendor employees that will be on site working the event and the number of hours it is anticipated by your company they will be working;

- An example of a typical site set-up including vehicle unloading, material identification and separation, material bulking, non-regulated waste disposal, and truck loading;
- A plan for handling overflow of materials or traffic at the site, including plans to obtain more drums, gaylords, or roll-off boxes, and plans to use areas of the site for traffic control;
- A description of the on-site cost tracking method;
- A detailed equipment list for the collection site including materials for fire prevention, safety, personal protective equipment, material bulking, and any other supplies or equipment necessary for this event, including process for each item;
- A complete list of the recycling, disposal, and/or transfer facilities to be used by the vendor including company name, address, contact name and phone number, federal ID number, types of waste(s) accepted, and method(s) to be used;
- A detailed description of how individual materials will be managed on site during the event as well as once the materials leave the site;
- A copy of lithium battery handling and transport policy (compliant with DOT Guidelines);
- A copy of protocols for identifying unknown materials;
- A description of spill and fire prevention plans, emergency response plans, and health and safety plans;
- A detailed description of any training (safety or otherwise) vendor will provide to volunteers and LFUCG staff on the day of the event prior to event start time;
- Documentation of insurance; and
- A list of the names of the subcontractors proposed for the any part of the event. If the contractor intends to use a subcontractor for any phases of the event such subcontractor shall be approved by LFUCG before any work is accomplished.

In addition to this information, the proposal should include a complete estimated project cost and proposal based on the details provided on the attached pages.

F. AGREEMENT TERMS

The terms of this agreement shall be for one (1) year from the date of acceptance of this contract. In the event of being awarded the bid and price contract, the agreement set forth shall be eligible for up to three (3), one-year renewals at the attached rate schedule. Any requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. Either party may cancel this agreement with ninety (90) days written notice to other party.

G. STATISTICS & QUANTITY ESTIMATES

Please see the following tables (below) for information from previous Household Hazardous Waste Collection events held by LFUCG. Approximately 1,200 – 1,600 vehicles were serviced at these past events. The quantities are presented below to aid vendors in pricing

and preparing estimations for upcoming events. These quantities are not guaranteed for the events.

Respondents should note the LFUCG reserves the right to divert select wastes from the waste stream on the day of the event so that these can be optimally managed and to reduce costs to LFUCG. For example, LFUCG desires that some of the usable water-based (latex) paint be diverted out of the collection process at the event for reuse through our existing partnership with Habitat for Humanity ReStore to the extent practical.

Similarly, it may be advantageous for LFUCG to contract directly with vendors (to include vendors that may not have responded to the RFP) that would pay for materials received during the HHW event that have an obvious marketable value (such as lead acid batteries). Respondents are encouraged to indicate how they would manage these types of materials and how much they will credit (pay) LFUCG for these materials in Part III – Household Waste Collection Proposal Price sheet. LFUCG reserves the right to utilize vendors other than the successful vendor for these marketable items should we determine it is advantageous to do so.

LFUCG is restricted from paying for disposal of certain materials using Kentucky Department of Environmental Protection grant funds. LFUCG may want to accept these materials but manage them in alternate ways if that proves acceptable to the state. Used oil is one example. LFUCG may enter into a recycling arrangement with vendors to recycle used oil at no cost to the state.

TABLE 1
Spring 2019 HHW EVENT TOTALS

Products	Amount
Antifreeze	2,652 lbs.
Flammable Solvents Liquids	6,195 lbs.
Lab Packs for Treatment/Incineration and Lab Pack Reactives	813 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	91,367 lbs.
Mercury	52 lbs.
Pesticides	11,340 lbs.
Waxes, Joint Compounds, Latex Adhesives	15,460 lbs.
Consumer Commodity Flammables	8,259 lbs.
Aerosol Cans	4,432 lbs.
Non-Motor Oil Used Oils	6,797 lbs.
Corrosives	1,963 lbs.
Fluorescent bulbs	12,044 lbs.
PCB Ballast	16 lbs.
Propane Cylinders	273 (# of cylinders)

TABLE 2
Fall 2019 HHW EVENT TOTALS

Products	Amount
Antifreeze	2,521 lbs.
Flammable Solvents Liquids	6,073 lbs.
Lab Packs for Treatment/Incineration and Lab Pack Reactives	1,346 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	72,714 lbs.
Mercury	1 lbs.
Pesticides	10,353 lbs.
Waxes, Joint Compounds, Latex Adhesives	19,371 lbs.
Consumer Commodity Flammables	8,269 lbs.
Aerosol Cans	3,982 lbs.
Non-Motor Oil Used Oils	6,006 lbs.
Corrosives	1,819 lbs.
Fluorescent bulbs	13,828 lbs.
PCB Ballast	85 lbs.
Propane Cylinders	1,201 (# of cylinders)

TABLE 3
Fall 2020 HHW EVENT TOTALS

Products	Amount
Antifreeze	3,563 lbs.
Flammable Solvents Liquids	6,571 lbs.
Lab Packs for Treatment/Incineration and Lab Pack Reactives	2,272 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	136,904 lbs.
Mercury	126 lbs.
Pesticides	22,155 lbs.
Waxes, Joint Compounds, Latex Adhesives	20,779 lbs.
Consumer Commodity Flammables	14,813 lbs.
Aerosol Cans	6,597 lbs.
Non-Motor Oil Used Oils	8,195 lbs.
Corrosives	2,669 lbs.
Fluorescent bulbs	35,632 lbs.
PCB Ballast	178 lbs.
Propane Cylinders	2,010 lbs.

TABLE 4
Spring 2021 HHW EVENT TOTALS

Products	Amount
Antifreeze	3,147 lbs.
Flammable Solvents Liquids	4,795 lbs.
Lab Packs for Treatment/Incineration and Lab Pack Reactives	1,577 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	23,673 lbs.
Mercury	27 lbs.
Pesticides	13,583 lbs.
Waxes, Joint Compounds, Latex Adhesives	9,830 lbs.
Consumer Commodity Flammables	11,410 lbs.
Aerosol Cans	5,387 lbs.
Non-Motor Oil Used Oils	7,539 lbs.
Corrosives	2,385 lbs.
Fluorescent bulbs	17,037 lbs.
PCB Ballast	22 lbs.
Propane Cylinders	4,112 lbs.

TABLE 5
Fall 2021 HHW EVENT TOTALS

Products	Amount
Antifreeze	2,292 lbs.
Flammable Solvents Liquids	5,601 lbs.
Lab Packs for Treatment/Incineration and Lab Pack Reactives	1,386 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	83,824 lbs.
Mercury	12 lbs.
Pesticides	11,113 lbs.
Waxes, Joint Compounds, Latex Adhesives	13,909 lbs.
Consumer Commodity Flammables	8,315 lbs.
Aerosol Cans	3,834 lbs.
Non-Motor Oil Used Oils	5,157 lbs.
Corrosives	1,901 lbs.
Fluorescent bulbs	10,608 lbs.
PCB Ballast	28 lbs.
Propane Cylinders	2,112 lbs.

TABLE 6
Spring 2022 HHW EVENT TOTALS

Products	Amount
Antifreeze	2,064 lbs.
Flammable Solvents Liquids	2,328 lbs.
Lab Packs for Treatment/Incineration and Lab Pack Reactives	1,435 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	15,774 lbs.
Mercury	11 lbs.
Pesticides	9,668 lbs.
Waxes, Joint Compounds, Latex Adhesives	5,288 lbs.
Consumer Commodity Flammables	4,337 lbs.
Aerosol Cans	3,377 lbs.
Non-Motor Oil Used Oils	4,258 lbs.
Corrosives	2,056 lbs.
Fluorescent bulbs	3,689 lbs.
PCB Ballast	66 lbs.
Propane Cylinders	2,150 lbs.

TABLE 7
Fall 2022 HHW EVENT TOTALS

Products	Amount
Antifreeze	1,758 lbs.
Flammable Solvents Liquids	2,898 lbs.
Lab Packs for Treatment/Incineration and Lab Pack Reactives	1,668 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	75,728 lbs.
Mercury	10 lbs.
Pesticides	7,042 lbs.
Waxes, Joint Compounds, Latex Adhesives	7,526 lbs.
Consumer Commodity Flammables	155 lbs.
Aerosol Cans	3,364 lbs.
Non-Motor Oil Used Oils	11,719 lbs.
Corrosives	1,606 lbs.
Fluorescent bulbs	5,687 lbs.
PCB Ballast	21 lbs.
Propane Cylinders	2,434 lbs.

TABLE 8
Spring 2023 HHW EVENT TOTALS

Products	Amount
Antifreeze	1,382 lbs.
Flammable Solvents Liquids	2,164 lbs.
Lab Packs for Treatment/Incineration and Lab Pack Reactives	708 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	16,858 lbs.
Mercury	4 lbs.
Pesticides	7,285 lbs.
Waxes, Joint Compounds, Latex Adhesives	8,296 lbs.
Consumer Commodity Flammables	4,969 lbs.
Aerosol Cans	2,503 lbs.
Non-Motor Oil Used Oils	5,771 lbs.
Corrosives	2,651 lbs.
Fluorescent bulbs	14,930 lbs.
PCB Ballast	8 lbs.
Propane Cylinders	2,728 lbs.

TABLE 9
Fall 2023 HHW EVENT TOTALS

Products	Amount
Antifreeze	4,200 lbs.
Flammable Solvents Liquids	3,410 lbs.
Lab Packs for Treatment/Incineration and Lab Pack Reactives	1,383 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	116,678 lbs.
Mercury	4 lbs.
Pesticides	12,569 lbs.
Waxes, Joint Compounds, Latex Adhesives	9,834 lbs.
Consumer Commodity Flammables	9,942 lbs.
Aerosol Cans	4,181 lbs.
Non-Motor Oil Used Oils	5,726 lbs.
Corrosives	1,864 lbs.
Fluorescent bulbs	1,925 lbs.
PCB Ballast	61 lbs.
Propane Cylinders	1,826 lbs.

TABLE 10
Spring 2024 HHW EVENT TOTALS

Products	Amount
Antifreeze	2,130 lbs.
Flammable Solvents Liquids	3,215 lbs.
Lab Packs for Treatment/Incineration and Lab Pack Reactives	1,903 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	75,874 lbs.
Mercury	44 lbs.
Pesticides	9,229 lbs.
Waxes, Joint Compounds, Latex Adhesives	8,370 lbs.
Consumer Commodity Flammables	7,092 lbs.
Aerosol Cans	3,555 lbs.
Non-Motor Oil Used Oils	6,725 lbs.
Corrosives	1,562 lbs.
Fluorescent bulbs	6,734 lbs.
PCB Ballast	405 lbs.
Propane Cylinders	1,079 lbs.

TABLE 11
Fall 2024 HHW EVENT TOTALS

Products	Amount
Antifreeze	2,588 lbs.
Flammable Solvents Liquids	4,387 lbs.
Lab Packs for Treatment/Incineration and Lab Pack Reactives	1,307 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	67,739 lbs.
Mercury	18 lbs.
Pesticides	9,956 lbs.
Waxes, Joint Compounds, Latex Adhesives	10,911 lbs.
Consumer Commodity Flammables	6,663 lbs.
Aerosol Cans	3,297 lbs.
Non-Motor Oil Used Oils	6,337 lbs.
Corrosives	1,367 lbs.
Fluorescent bulbs	9,660 lbs.
PCB Ballast	20 lbs.
Propane Cylinders	1,621 lbs.

LFUCG asks that the contractor be staffed and prepared for LFUCG Division offices to drop off materials on the Friday afternoon prior to the public event. Materials to be expected during this internal collection will be consumer products abandoned at public properties, consumer materials separated out of solid waste collection and recycling processes, and expired or unused products from LFUCG operations. For this internal collection only, LFUCG will be the generator as a Conditionally Exempt Small Quantity Generator (CESQG) for all materials. The vendor will collect, package, manifest, and bill separately. Disposal will be at the same waste category rates as quoted for the public HHW event established rate schedule, attached hereto as Exhibit A, unless otherwise indicated by the vendor in the RFP response. Quantities will vary, and staff will prepare a list of anticipated items prior to the internal collection event.

Important Information

The Total Disposal Cost (Part III- Household Hazardous Waste Collection Proposal Price Sheet) should be calculated by using the quantities listed in Table 12 below. The amounts listed below are estimates for price comparison only and are not guaranteed. Note: the quantities are specified in **pounds**, the preferred pricing method, unless otherwise stated. Respondents should also specify in their pricing the amount to be remitted/credited to LFUCG (if any) for any items that have marketable value such as lead acid batteries.

The estimated amounts on the Pricing Sheet are to be used by LFUCG to compare proposals. The actual characterization of the material collected at the event will likely be different. See Tables above for previous collection totals.

TABLE 12
ESTIMATED FUTURE TOTALS for HHW EVENT BIDDING PURPOSES

Products	Amount
Antifreeze	2,550 lbs.
Flammable Solvents Liquids	3,600 lbs.
Lab Packs for Treatment/Incineration & Lab Pack Reactives	1,500 lbs.
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	75,000 lbs.
Mercury	20 lbs.
Pesticides	10,000 lbs.
Waxes, Joint Compounds, Latex Adhesives	9,500 lbs.
Consumer Commodity Flammables	7,000 lbs.
Aerosol Cans	4,000 lbs.
Non-Motor Oil Used Oils	7,000 lbs.
Corrosives	2,000 lbs.
Fluorescent bulbs	12,000 lbs.
PCB Ballast	80 lbs.
Propane cylinders	2,300 lbs.

Household Hazardous Waste Collection Proposal

Part I: Vendor Qualifications

Please describe vendor qualifications, including examples of relevant work performed in the recent past. Include the name and phone number of a contact person for each example provided. Attach to this sheet proof of all necessary state and federal licenses and permits needed for the transportation and disposal of wastes; copies of any notices of violations, administrative orders, or other enforcement actions taken by regulatory agencies within the last five years against the primary vendor, parent company, or probable sources of waste disposal; and copies of any letters of recommendation, awards or other recognition received in the last five years.

Household Hazardous Waste Collection Proposal

Part II: Site Set-up

The event will take place at the LFUCG old landfill pad, located at 1631 Old Frankfort Pike, Lexington, KY. Cars will enter the site through Jimmie Campbell Drive and exit on Old Frankfort Pike. (Aerial photo of site is attached. Orange arrows indicate traffic flow through the site).

Please provide examples of set-up diagrams for events conducted by your company, especially those with a high volume of traffic that include four lanes. Diagrams should include the following areas: Vehicle Unloading, Material Identification and Separation, Material Bulking, Non-Regulated Waste Disposal, and Truck Loading. Please include plans for handling overflow of traffic and materials, including plans to add more lanes for unloading and plans to bring in materials from outside to accommodate excess wastes. Please attach a description of spill and fire prevention plans, an emergency response plan, and a detailed outline of any volunteer training program provided by the vendor. The protocols for testing for unknown substances and packaging/transporting lithium batteries should also be attached.

Please note that the site of the event is a landfill cap with an asphalt pad cover. Tents cannot be staked and grounding rods cannot be used on the asphalt. Grounding rods can be driven off the pad. The pad and surrounding area will need to be maintained to be in the same condition that existed prior to the event.

EVENT AREA 605 x 630 feet

Household Hazardous Waste Collection Proposal
Part III: Household Hazardous Waste Proposal Price Sheet

Please complete unit price, total cost per category, and total cost of all categories added together. For example, 2,000 lbs antifreeze @ \$0.12/lb = \$240.00

Product category	Amount	Price per unit	Total cost
Antifreeze	2,550 lbs.		
Flammable Solvents Liquids	3,600 lbs.		
Lab Packs for Treatment/Incineration and Lab Pack Reactives	1,500 lbs.		
NON-LATEX Paint Related Material (Processable 1 & 5 gallon containers, and non-processable pints and quarts)	75,000 lbs.		
Mercury	20 lbs.		
Fertilizers & Pesticides	10,000 lbs.		
Waxes, Joint Compounds, Latex Adhesives	9,500 lbs.		
Consumer Commodity Flammables	7,000 lbs.		
Aerosol Cans	4,000 lbs.		
Non-Motor Oil Used Oils	7,000 lbs.		
Corrosives	2,000 lbs.		
Fluorescent bulbs	12,000 lbs.		
PCB Ballast	80 lbs.		
Propane cylinders	2,300 lbs.		
Total Set Up & Mobilization/Demobilization Cost	1		
Total Miscellaneous Charges (please detail in below chart)	1		
Total Labor Charges	1		

Total Cost: _____

Please list any additional miscellaneous charges in the below chart:

Item	Estimated amount	Price per item or pound	Total estimate